

This referral announcement will be provided by each Party at no charge to the other Party; provided that the Party formerly providing service may bill the Customer its standard Tariff charge, if any, for the referral announcement.

2. Misdirected Calls.

The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.):

- 2.1 To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
- 2.2 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the end-user the correct contact number.
- 2.3 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit end-users or to market services.

3. 911/E-911 Arrangements.

3.1 911/E-911 Arrangements

- 3.1.1 Focal may, at its option, interconnect to the Verizon 911/E-911 Selective Router or 911 Tandem Offices, as appropriate, that serve the areas in which Focal provides Telephone Exchange Services, for the provision of 911/E-911 services and for access to all subtending Public Safety Answering Points ("PSAP"). In such situations, Verizon will provide Focal with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E-911 is not available, Focal and Verizon will negotiate arrangements to connect Focal to the 911 service in accordance with applicable state law.
- 3.1.2 Path and route diverse Interconnections for 911/E-911 shall be made at the Focal-IP, the Verizon-IP, or other points as necessary and mutually agreed, and as required by law or regulation.
- 3.1.3 Within thirty (30) days of its receipt of a complete and accurate request from Focal, to include all required information and applicable forms, and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide Focal, where Verizon offers 911 service, with the following at a reasonable fee, if applicable:
  - 3.1.3.1 a file via electronic medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) where Focal is providing, or represents to Verizon that it intends to provide within sixty (60) days of CLEC(s) request, local exchange service, which MSAG shall be updated as the need arises and a complete copy of which shall be made available on an annual basis;
  - 3.1.3.2 a list of the address and CLLI code of each 911/E-911 selective router or 911 Tandem office(s) in the area in which Focal plans to offer Telephone Exchange Service;

- 3.1.3.3 a list of geographical areas, e.g., LATAs, counties or municipalities, with the associated 911 tandems, as applicable.
- 3.1.3.4 a list of Verizon personnel who currently have responsibility for 911/E-911 requirements, including a list of escalation contacts should the primary contacts be unavailable.
- 3.1.3.5 any special 911 trunking requirements for each 911/E-911 selective router or 911 Tandem Office, where available, and;
- 3.1.3.6 prompt return of any Focal 911/E-911 data entry files containing errors, so that Focal may ensure the accuracy of the Customer records.

### 3.2 Electronic Interface

Focal shall use, where available, the appropriate Verizon electronic interface, through which Focal shall input and provide a daily update of 911/E-911 database information related to appropriate Focal Customers. In those areas where an electronic interface is not available, Focal shall provide Verizon with all appropriate 911/E-911 information such as name, address, and telephone number via facsimile for Verizon's entry into the 911/E-911 database system. Any 911/E-911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon standards, whereas 911/E-911-related data exchanged electronically shall conform to the National Emergency Number Association standards ("NENA"). Focal may also use the electronic interface, where available, to query the 911/E-911 database to verify the accuracy of Focal Customer information.

### 3.3 911 Interconnection

Verizon and Focal will use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient interconnection of Focal systems to the 911/E-911 platforms and/or systems.

### 3.4 911 Facilities

Focal shall be responsible for providing facilities from the Focal End Office to the 911 Tandem or selective router. Focal shall deploy diverse routing of 911 trunk pairs to the 911 tandem or selective router.

### 3.5 Local Number Portability for use with 911

The Parties acknowledge that until Local Number Portability ("LNP") with full 911/E-911 compatibility is utilized for all ported telephone numbers, the use of Interim Number Portability ("INP") creates a special need to have the Automatic Location Identification ("ALI") screen reflect two numbers: the "old" number and the "new" number assigned by Focal. Therefore, for those ported telephone numbers using INP, Focal will provide the 911/E-911 database with both the forwarded number and the directory number, as well as all other required information including the appropriate address information for the customer for entry into the 911/E-911 database system. Further, Focal will outpulse the telephone number to which the call has been forwarded (that is, the Customer's ANI) to the 911 Tandem office or selective router. Focal will include their NENA five character Company Identification ("COID") for inclusion in the ALI display.

- 3.5.1 Focal is required to enter data into the 911/E-911 database under the NENA Standards for LNP. This includes, but is not limited to, using Focal's NENA COID to lock and unlock records and the posting of Focal's NENA COID to the ALI record where such locking and migrating feature for 911/E-911 records are available or as defined by local standards.

### 3.6 PSAP Coordination

Verizon and Focal will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E-911 arrangements.

### 3.7 911 Compensation

Focal will compensate Verizon for connections to its 911/E-911 platform and/or system pursuant to the rate schedule included in Article XI.

### 3.8 911 Rules and Regulations

Focal and Verizon will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by local requirements) pertaining to the provision of 911/E-911 services in Washington.

## 4. Voice Information Service Traffic

4.1 For purposes of this Section 4, (a) Voice Information Service means a service furnished by a Verizon subscriber that provides [i] recorded voice announcement information or [ii] a vocal discussion program open to the public, and (b) Voice Information Service Traffic means intraLATA switched voice traffic, delivered to a Voice Information Service. Voice Information Service Traffic does not include any form of Internet Traffic. Voice Information Service Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties. Voice Information Service Traffic is not subject to Local Traffic Reciprocal Compensation charges under the Interconnection Attachment.

4.2 For a Verizon Telecommunications Service dial tone line purchased by Focal for resale pursuant to the Resale Attachment and for a Verizon Local Switching UNE purchased by Focal pursuant to the UNE Attachment, Verizon will route Voice Information Service Traffic originating from such dial tone line or Local Switching UNE to the appropriate Voice Information Service connected to Verizon's network unless a feature blocking such Voice Information Service Traffic has been installed. For such Voice Information Service Traffic, Focal shall pay to Verizon without discount any Voice Information Service provider charges billed by Verizon to Focal. Focal shall pay Verizon such charges in full regardless of whether or not Focal collects such charges from its own Customer.

4.3 Focal shall have the option to route Voice Information Service Traffic that originates on its own network to the appropriate Voice Information Service connected to Verizon's network. In the event Focal exercises such option, Focal will establish, at its own expense, a dedicated trunk group to the Verizon Voice Information Service serving switch. This trunk group will be utilized to allow Focal to route Voice Information Service Traffic originated on its network to Verizon. For such Voice Information Service Traffic, unless Focal has entered into a written agreement with Verizon under which Focal will collect from Focal's Customer and remit to Verizon the Voice Information Service provider's charges, Focal shall pay to Verizon without discount any Voice Information Service provider charges billed by Verizon to Focal. Focal shall pay Verizon such charges in full regardless of whether or not Focal collects such charges from its own Customer.

## 5. Telephone Relay Service.

Local and intraLATA Telephone Relay Service (TRS) enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. With respect to resold services, Focal's end-

users will have access to the state authorized TRS provider to the extent required by the Commission, including any applicable compensation surcharges.

6. Directory Assistance and Operator Services.

6.1 Either Party may request that the other Party provide the requesting Party with nondiscriminatory access to the other Party's directory assistance services (DA), IntraLATA operator call completion services (OS), and/or directory assistance listings database. If either Party makes such a request, the Parties shall enter into a mutually acceptable written agreement for such access.

6.2 Focal shall arrange, at its own expense, the trunking and other facilities required to transport traffic to and from the designated DA and OS switch locations.

7. Directory Assistance Listings Information.

Verizon will make available to Focal, at Focal's request, Verizon end-user and authorized CLEC Directory Assistance listing information stored in Verizon's Directory Assistance database for the purposes of Focal providing Directory Assistance service to its customers. At such time Verizon makes zip code information available to the CLEC industry as part of DA Listings, Verizon will include the zip code with Focal DA Listings. Implementation of customized routing, pursuant to Article VII is required for Focal to provide Directory Assistance Service for Verizon Resold and Unbundled Port services.

7.1. Directory Assistance Listing Information is the listed names, addresses and telephone numbers of Verizon and authorized CLEC subscribers. Excluded are listings for restricted CLEC lines. Verizon directory assistance listing information includes 800/888 listings, non-listed numbers and foreign listings within the Verizon franchise. Verizon will also provide non-published listings subject to the following limitations:

7.1.1 Verizon will provide the name and address for non-published listings along with a non-published indicator. Verizon may also provide the full ten (10) digit telephone number on an interim basis only, until Verizon, in its sole discretion, modifies its systems to preclude the delivery of the non-published telephone number. Following such modification, Focal agrees that the non-published telephone numbers will no longer be available.

7.1.2 Focal agrees to defend, hold harmless and indemnify Verizon against any claims, damages or liabilities arising out of any complaint, suit or other action brought by third parties relating to the release by Focal of any non-published customer names, addresses or numbers.

7.2 Verizon shall provide to Focal, at Focal's request, directory assistance listing information within sixty (60) Business Days after an order is received for that specific state. The DA listing information will be provided in Verizon format via magnetic tape or National Data Mover (NDM) as specified by Focal. Updates to the DA listing information shall be provided on a daily basis through the same means used to transmit the initial load. DA listing information provided shall indicate whether the customer is a residence or business customer. The rates to be paid by Focal to Verizon for the initial load and daily updates will be provided upon request.

7.2.1 Such listings shall be confidential information under this Agreement and Focal will use the listings only for its directory assistance services to its end-users. Focal is not authorized to release Verizon's DA listing information to any other party or to provide DA to any other party using Verizon DA listing information, including Focal's affiliates, subsidiaries or partners, except with the expressed

written permission of Verizon. In those instances where Focal's affiliates, subsidiaries or partners also desire to use Verizon's DA listing information, each affiliate, subsidiary or partner must negotiate a contract with Verizon to obtain the listings.

7.2.2 If Focal uses a third-party directory assistance service to its end-users, Focal will ensure that such third party likewise treats the listings as Confidential Information under this Agreement, and uses them only for CLEC directory assistance.

7.2.3 Verizon will release Focal's DA listing information that includes Focal's end user information to a third party directory provider that requests such information without Focal's written approval at the same time as Verizon provides the Verizon's DA Listing Information to the third party.

7.3 Focal agrees to pay Verizon's standard charges for the initial load and daily updates of Verizon's DA listing information, which will be provided upon request.

7.4 The Parties will work together to identify and develop procedures for database error corrections.

## 8. Directory Listing and Directory Distribution

To the extent required by Applicable Law, Verizon will provide directory services to Focal. Such services will be provided in accordance with the terms set forth herein.

### 8.1 Listing Information.

As used herein, "Listing Information" means a Focal Customer's primary name, address (including city, state and zip code), telephone number(s), the delivery address and number of directories to be delivered, and, in the case of a business Customer, the primary business heading under which the business Customer desires to be placed, and any other information Verizon deems necessary for the publication and delivery of directories.

### 8.2 Listing Information Supply.

Focal shall provide to Verizon on a regularly scheduled basis, at no charge, and in a format required by Verizon or by a mutually agreed upon industry standard (e.g., Ordering and Billing Forum developed), all Listing Information and the service address for each Focal Customer whose service address location falls within the geographic area covered by the relevant Verizon directory. Focal shall also provide to Verizon on a daily basis, (a) information showing Focal Customers who have disconnected or terminated their service with Focal; and (b) delivery information for each non-listed or non-published Focal Customer to enable Verizon to perform its directory distribution responsibilities. Verizon shall promptly provide to Focal, (normally within forty-eight (48) hours of receipt by Verizon, excluding non-Business Days), a query on any listing that is not acceptable.

### 8.3 Listing Inclusion and Distribution.

Verizon shall include each Focal Customer's Primary Listing in the appropriate alphabetical directory and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by Verizon in its sole discretion, and shall provide initial distribution of such directories to such Focal Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary

name, address, and telephone number. Listings of Focal's Customers shall be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. Focal shall pay Verizon's tarified charges for additional and foreign alphabetical listings and other alphabetical services (e.g. caption arrangements) for Focal's Customers.

8.4 Verizon Information.

Upon request by Focal, Verizon shall make available to Focal the following information to the extent that Verizon provides such information to its own business offices: a directory list of relevant NXX codes, directory and "Customer Guide" close dates, publishing data, and Yellow Pages headings. Verizon also will make available to Focal, upon written request, a copy of Verizon's alphabetical listings standards and specifications manual.

8.5 Confidentiality of Listing Information.

Verizon shall accord Focal Listing Information the same level of confidentiality that Verizon accords its own listing information, and shall use such Listing Information solely for the purpose of providing directory-related services; provided, however, that should Verizon elect to do so, it may use or license Focal Listing Information for directory publishing, direct marketing, or any other purpose for which Verizon uses or licenses its own listing information, so long as Focal Customers are not separately identified as such; and provided further that Focal may identify those of its Customers who request that their names not be sold for direct marketing purposes, and Verizon shall honor such requests to the same extent it does so for its own Customers. Verizon shall not be obligated to compensate Focal for Verizon's use or licensing of Focal Listing Information.

8.6 Accuracy.

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of Focal Customer listings. At Focal's request, Verizon shall provide Focal with a report of all Focal Customer listings normally no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for the applicable directory. Verizon shall process any corrections made by Focal with respect to its listings, provided such corrections are received prior to the close date of the particular directory.

8.7 Indemnification.

Focal shall adhere to all practices, standards, and ethical requirements established by Verizon with regard to listings. By providing Verizon with Listing Information, Focal warrants to Verizon that Focal has the right to provide such Listing Information to Verizon on behalf of its Customers. Focal shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name, trademark, service mark or language used in the listing. Focal agrees to release, defend, hold harmless and indemnify Verizon from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon's publication or dissemination of the Listing Information as provided by Focal hereunder.

8.8 Liability.

Verizon's liability to Focal in the event of a Verizon error in or omission of a listing shall not exceed the lesser of the amount of charges actually paid by Focal for such listing or the amount by which Verizon would be liable to its own customer for such error or

omission. Focal agrees to take all reasonable steps, including, but not limited to, entering into appropriate contractual provisions with its Customers, to ensure that its and Verizon's liability to Focal's Customers in the event of a Verizon error in or omission of a listing shall be subject to the same limitations of liability applicable between Verizon and its own Customers.

8.9 Service Information Pages.

Verizon shall include all Focal NXX codes associated with the geographic areas to which each directory pertains, to the extent it does so for Verizon's own NXX codes, in any lists of such codes that are contained in the general reference portion of each directory. Focal's NXX codes shall appear in such lists in the same manner as Verizon's NXX information. In addition, when Focal is authorized to, and is offering, local service to Customers located within the geographic area covered by a specific directory, at Focal's request, Verizon shall include, at no charge, in the "Customer Guide" or comparable section of the applicable alphabetical directories, Focal's critical contact information for Focal's installation, repair and Customer service, as provided by Focal. Such critical contact information shall appear alphabetically by local exchange carrier and in accordance with Verizon's generally applicable policies. Focal shall be responsible for providing the necessary information to Verizon by the applicable close date for each affected directory.

8.10 Directory Publication.

Nothing in this Agreement shall require Verizon to publish a directory where it would not otherwise do so.

8.11 Other Directory Services.

Focal acknowledges that if Focal desires directory services in addition to those described herein, such additional services must be obtained under separate agreement with Verizon's directory publishing company.

9. Busy Line Verification and Busy Line Verification Interrupt.

Each Party shall establish procedures whereby its operator assistance bureau will coordinate with the operator assistance bureau of the other Party to provide Busy Line Verification (BLV) and Busy Line Verification and Interrupt (BLVI) services on calls between their respective end-users. Each Party shall route BLV and BLVI inquiries over separate inward OS trunks. Each Party's operator assistance bureau will only verify and/or interrupt the call and will not complete the call of the end-user initiating the BLV or BLVI. Each Party shall charge the other for the BLV and BLVI services at the rates contained in the respective tariffs.

10. Street Address Guide (SAG).

Verizon will provide to Focal upon request the Street Address Guide at a reasonable charge. Two companion files will be provided with the SAG which lists all services and features at all end offices, and lists services and features that are available in a specific end office.

11. Dialing Format Changes.

Verizon will provide reasonable notification to Focal of changes to local dialing format, i.e., 7 to 10 digit, by end office.

**Article X** (Access to Poles, Ducts, Conduits and Rights-of-Way):

**ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS OF WAY.**

To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties. Unauthorized attachments or unauthorized use of conduit will be a breach of this agreement.

**New Article XI**

**ARTICLE XI**

**PRICING**

**1. General.**

As used in this Article, the term "Charges" means the rates, fees, charges and prices for a Service.

- 1.1 Except as stated in Section 2 or Section 3, below, Charges for Services shall be as stated in this Section 1.
- 1.2 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.
- 1.3 In the absence of Charges for a Service established pursuant to Section 1.3, the Charges shall be as stated in Appendix A.
- 1.4 The Charges stated in Appendix A shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.5 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7, the Charges for the Service shall be mutually agreed to by the Parties in writing.



**2 Verizon Telecommunications Services Provided to Focal for Resale Pursuant to the Resale Article.**

**2.1 Verizon Telecommunications Services for which Verizon is Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.**

- 2.1.1 The Charges for a Verizon Telecommunications Service purchased by Focal for resale for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for such Service set forth in Verizon's applicable Tariffs (or, if there is no Tariff Retail Price for such Service, Verizon's Retail Price for the Service that is generally offered to Verizon's Customers), less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or, (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable wholesale discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.2 The Charges for a Verizon Telecommunications Service Customer Specific Arrangement ("CSA") purchased by Focal for resale pursuant to Section 3.3 of the Resale Article for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act, shall be the Retail Price for the CSA, less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or, (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act. Notwithstanding the foregoing, in accordance with, and to the extent permitted by Applicable Law, Verizon may establish a wholesale discount for a CSA that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Focal for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.3 Notwithstanding Sections 2.1 and 2.2, in accordance with, and to the extent permitted by Applicable Law, Verizon may at any time establish a wholesale discount for a Telecommunications Service (including, but not limited to, a CSA) that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Focal for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.4 The wholesale discount stated in Appendix A shall be automatically superseded by any new wholesale discount when such new wholesale discount is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC, provided such new wholesale discount is not subject to a stay issued by any court of competent jurisdiction.
- 2.1.5 The wholesale discount provided for in Sections 2.1.1 through 2.1.3 shall not be applied to:

- 2.1.5.1 Short term promotions as defined in 47 CFR § 51.613;
- 2.1.5.2 Except as otherwise provided by Applicable Law, Exchange Access services;
- 2.1.5.3 Subscriber Line Charges, Federal Line Cost Charges, end user common line Charges, taxes, and government Charges and assessment (including, but not limited to, 9-1-1 Charges and Dual Party Relay Service Charges).
- 2.1.5.4 Any other service or Charge that the Commission, the FCC, or other governmental entity of appropriate jurisdiction determines is not subject to a wholesale rate discount under Section 251(c)(4) of the Act.

**2.2 Verizon Telecommunications Services for which Verizon is Not Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.**

- 2.2.1 The Charges for a Verizon Telecommunications Service for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges stated in Verizon's Tariffs for such Verizon Telecommunications Service (or, if there are no Verizon Tariff Charges for such Service, Verizon's Charges for the Service that are generally offered by Verizon).
- 2.2.2 The Charges for a Verizon Telecommunications Service customer specific contract service arrangement ("CSA") purchased by Focal pursuant to Section 3.3 of the Resale Article for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges provided for in the CSA and any other Charges that Verizon could bill the person to whom the CSA was originally provided (including, but not limited to, applicable Verizon Tariff Charges).

**2.3 Other Charges.**

- 2.3.1 Focal shall pay, or collect and remit to Verizon, without discount, all Subscriber Line Charges, Federal Line Cost Charges, and end user common line Charges, associated with Verizon Telecommunications Services provided by Verizon to Focal.

**3 Focal Prices**

- 3.1 Notwithstanding any other provision of this Agreement, the Charges that Focal bills Verizon for Focal's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent the Focal has demonstrated to Verizon, or, at Verizon's request, to the Commission or the FCC, that Focal's cost to provide such Focal Services to Verizon exceeds the Charges for Verizon's comparable Services.

**4 Section 271**

- 4.1 If Verizon is a Bell Operating Company (as defined in the Act) and in order to comply with Section 271(c)(2)(B) of the Act provides a Service under this Agreement that Verizon is not required to provide by Section 251 of the Act, Verizon shall have the right to establish Charges for such Service in a manner that differs from the manner in which under Applicable Law (including, but not limited to, Section 252(d) of the Act) Charges must be set for Services provided under Section 251.

## **5 Regulatory Review of Prices**

5.1 Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

### **New Appendix A**

Appendix A attached to this Agreement sets forth Verizon's pricing scheme applicable to the state of Washington .

### **Article XII Signature Page**

**IN WITNESS WHEREOF**, each Party has executed this Agreement and it shall be effective upon execution by both Parties\*.

VERIZON NORTHWEST INC. f/k/a GTE  
NORTHWEST INCORPORATED

FOCAL COMMUNICATIONS CORPORATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\*Verizon Washington has agreed to allow this Agreement to become effective upon execution in order to permit Focal to proceed with implementation of its competitive business strategies and plans prior to the approval of the Agreement by the Commission. Notwithstanding the possible rejection or modification of this Agreement by the Commission, the Parties agree that all of their obligations and duties hereunder shall remain in full force and effect pending the final disposition of the Commission review and approval process.

## APPENDIX A TO THE PRICING ATTACHMENT

## I. Rates and Charges for Transportation and Termination of Traffic

- A. The Local Call Termination rate element that applies to Local Traffic on a minute of use basis for traffic that is delivered to an End Office is **\$0.0059737\***.
- B. The Local Call Termination rate element that applies to Local Traffic on a minute of use basis for traffic that is delivered to Tandem Switch is **\$0.0077934\***.
- C. The Tandem Transiting Charge is **\$0.00181967\***.
- D. Entrance Facility Charge: **See Intrastate Access Tariff**

\*Certain of the rates and charges set forth above, as indicated by an "asterisk", are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between Verizon and AT&T Communications, which was approved by the Commission in an Order dated December 11, 1996 in Interim Docket No. UT-960307. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties and such arbitrated rates are not subject to interstate MFN obligations under Appendix D, Sections 31 and 32, of the Merger Order, as set forth more fully in Section 37.2 of the General Terms and Conditions; and (2) that, for purposes of calculating Reciprocal Compensation, the arbitrated rates shall not apply to Internet Traffic, as set forth more fully in Section 7.3.4 of the Interconnection Attachment. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates, including, but not limited to, Section 37 of the General Terms and Conditions. The Parties further agree that the Commission's Order in Interim Docket No. UT-960307, to the extent such Order established the arbitrated rates, shall be deemed an "arbitration decision associated with this Agreement" under Section 37.1 of the General Terms and Conditions.

## **Application of NRCs**

### **Pre-ordering:**

CLEC Account Establishment is a one-time charge applied the first time that \*\*CLEC orders any service from this Agreement.

Customer Record Search applies when \*\*CLEC requests a summary of the services currently subscribed to by the end-user.

### **Ordering and Provisioning:**

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to \*\*CLEC. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to \*\*CLEC. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental field work is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter \*\*CLEC's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

### **Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):**

Service Order Expedite (Engineered or Non-Engineered) applies if \*\*CLEC requests service prior to the standard due date intervals.

Coordinated Conversion applies if \*\*CLEC requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if \*\*CLEC requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

## II. Prices for Unbundled Network Elements

### Monthly Recurring Charges

#### Local Loop<sup>2</sup>

2 Wire Analog Loop (inclusive of NID)	\$ 41.43
2 Wire Digital Loop (inclusive of NID)	\$ 41.43
4 Wire Analog Loop (inclusive of NID)	\$ 59.54
4 Wire Digital Loop (inclusive of NID)	\$ 59.54
DS-1 Loop	\$ 159.59
DS-3 Loop	\$2,584.44

#### Supplemental Features:

ISDN-BRI Line Loop Extender	TBD
DS1 Clear Channel Capability	\$ 10.00

#### Subloop

2-Wire Feeder	\$ 14.50
2-Wire Distribution	\$ 26.93
4-Wire Feeder	\$ 20.84
4-Wire Distribution	\$ 38.70
2-Wire Drop	\$ 5.39
4-Wire Drop	\$ 7.74
Inside Wire	BFR

#### Network Interface Device (leased separately)

Basic NID:	\$ 2.80
Complex (12 x) NID	\$ 2.94

#### Switching

Port	
Basic Analog Line Side Port	\$ 5.48
Coin Line Side Port	\$ 10.19
ISDN BRI Digital Line Side Port	\$ 22.39
DS-1 Digital Trunk Side Port	\$ 123.38
ISDN PRI Digital Trunk Side Port	\$ 227.19

#### Vertical Features

See Attached List

#### Usage Charges (must purchase Port)

Local Central Office Switching	
(Overall Average MOU)	\$0.0059737
Common Shared Transport	
Transport Facility (Average MOU/ALM)	\$0.0000037
Transport Termination (Average MOU/Term)	\$0.0000882
Tandem Switching (Average MOU)	\$0.0015726

Terminating to Originating Ratio	1.00
Assumed Minutes	TBD

<sup>2</sup> In compliance with the FCC order approving the merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on residential UNE Loops and UNE Advance Services Loops. The terms and conditions on which these promotional discounts are being made available can be found on <http://www.gte.com/wise> for former GTE service areas and <http://www.bell-atl.com/wholesale/html/resources.htm> for former Bell Atlantic service areas.

## II. Services Available for Resale

The avoided cost discount for all services, excluding OS/DA, is 10.1%<sup>1</sup>.

### Non-Recurring Charges (NRCs) for Resale Services

#### Pre-ordering

CLEC Account Establishment Per CLEC	\$273.09
Customer Record Search Per Account	\$ 11.69

#### Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$311.98
Engineered Initial Service Order - As Specified	\$123.84
Engineered Subsequent Service Order	\$ 59.61
Non-Engineered Initial Service Order - New Service	\$ 42.50
Non-Engineered Initial Service Order - Changeover	\$ 21.62
Non-Engineered Initial Service Order - As Specified	\$ 82.13
Non-Engineered Subsequent Service Order	\$ 19.55
Central Office Connect	\$ 12.21
Outside Facility Connect	\$ 68.30
Manual Ordering Charge	\$ 12.17

#### Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

#### Custom Handling

##### Service Order Expedite:

Engineered	\$ 35.48
Non-Engineered	\$ 12.59

##### Coordinated Conversions:

ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

##### Hot Coordinated Conversion First Hour:

ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34

##### Hot Coordinated Conversion per Additional Quarter Hour:

ISO	\$ 4.88
Central Office Connection	\$ 9.43
Outside Facility Connection	\$ 8.37

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<sup>1</sup> In compliance with the FCC Order approving the Merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on resold residential exchange access lines. The terms and conditions on which these promotional discounts are being made available can be found on Verizon's web site, at <http://www.gte.com/wise> for former GTE service areas and <http://www.bell-atl.com/wholesale/html/resources.htm> for former Bell Atlantic service areas.



<b>Operator and Directory Assistance Services (OS/DA)</b>	
National DA	\$0.5500000
DA	\$0.4500000
Mechanized Operator Calling Card	\$0.0890000
Live Operator	\$0.4490000
Originating Line Number Screening	\$0.0180000
Call Detail Record	\$0.0200000
Busy Line Verify	\$0.9900000
Busy Line Interrupt	\$1.0500000
<b>Dedicated Transport Facilities</b>	
CLEC Dedicated Transport	
CDT 2 Wire	\$ 41.69
CDT 4 Wire	\$ 59.89
CDT DS1	\$ 155.49
CDT DS3 Optical Interface	\$1,080.00
CDT DS3 Electrical Interface	\$ 616.99
Interoffice Dedicated Transport	
IDT DS0 Transport Facility per ALM	\$ 1.27
IDT DS0 Transport Termination	\$ 15.08
IDT DS1 Transport Facility per ALM	\$ 1.27
IDT DS1 Transport Termination	\$ 34.96
IDT DS3 Transport Facility per ALM	\$ 31.74
IDT DS3 Transport Termination	\$ 353.20
Multiplexing	
DS1 to Voice Multiplexing	\$ 239.58
DS3 to DS1 Multiplexing	\$ 378.85
DS1 Clear Channel Capability	\$ 10.00
<b>Unbundled Dark Fiber</b>	
Unbundled Dark Fiber Loops/Subloops	
Dark Fiber Loop	\$ 67.13
Dark Fiber Subloop - Feeder	\$ 53.17
Dark Fiber Subloop - Distribution	\$ 13.96
Unbundled Dark Fiber Dedicated Transport	
Dark Fiber IDT -Facility	\$ 24.80
Dark Fiber IDT -Termination	\$ 6.34
<b>Packet Switching</b>	<b>BFR</b>
<b>Call Related Database</b>	<b>BFR</b>
<b>Service Management System</b>	<b>BFR</b>
<b>OSS</b>	<b>BFR</b>
<b>UNE-P Pricing</b>	

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine

terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:

UNE 2-wire Analog loop; and  
UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:

UNE 2-wire Digital loop; and  
UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:

UNE DS1 loop; and  
UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:

UNE DS1 loop; and  
UNE DS1 Digital Trunk Side port

NRCs. On an interim basis, until NRCs specific to UNE-P have been established, the Initial Service Order Charge for ports will be billed for all UNE combination orders. Central Office Line Connection or Outside Facility Fieldwork charges will be applied as incurred on UNE combination orders. Verizon reserves the right to apply new NRCs specific to UNE-P when such NRCs have been developed.

Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

Operator Services and Directory Assistance Services (OS/DA). If \*\*CLEC does not initially utilize available customized routing services to re-route OS/DA calls to its own or another party's operator services platform, Verizon will bill the CLEC for OS/DA calls at a market-based ICB rate pending \*\*CLEC's completion of a separate OS/DA agreement.

# WASHINGTON UNBUNDLED VERTICAL FEATURES

VERTICAL FEATURES		(Subject to Availability)
Three Way Calling	\$/Feature/Month	\$1.13
Call Forwarding Variable	\$/Feature/Month	\$1.23
Cust. Changeable Speed Calling 1-Digit	\$/Feature/Month	\$0.90
Cust. Changeable Speed Calling 2-Digit	\$/Feature/Month	\$0.92
Call Waiting	\$/Feature/Month	\$0.73
Cancel Call Waiting	\$/Feature/Month	\$0.25
Automatic Callback	\$/Feature/Month	\$0.41
Automatic Recall	\$/Feature/Month	\$0.32
Calling Number Delivery	\$/Feature/Month	\$4.01
Calling Number Delivery Blocking	\$/Feature/Month	\$0.62
Distinctive Ringing / Call Waiting	\$/Feature/Month	\$1.96
Customer Originated Trace	\$/Feature/Month	\$0.47
Selective Call Rejection	\$/Feature/Month	\$2.53
Selective Call Forwarding	\$/Feature/Month	\$2.94
Selective Call Acceptance	\$/Feature/Month	\$7.43
Call Forwarding Variable CTX	\$/Feature/Month	\$0.92
Call Forwarding Incoming Only	\$/Feature/Month	\$0.26
Call Forwarding Within Group Only	\$/Feature/Month	\$0.25
Call Forwarding Busy Line	\$/Feature/Month	\$0.26
Call Forwarding Don't Answer All Calls	\$/Feature/Month	\$0.48
Remote Call Forward	\$/Feature/Month	\$1.11
Call Waiting Originating	\$/Feature/Month	\$0.33
Call Waiting Terminating	\$/Feature/Month	\$0.71
Cancel Call Waiting CTX	\$/Feature/Month	\$0.25
Three Way Calling CTX	\$/Feature/Month	\$1.38
Call Transfer Individual All Calls	\$/Feature/Month	\$0.31
Add-on Consultation Hold Incoming Only	\$/Feature/Month	\$0.25
Speed Calling Individual 1-Digit	\$/Feature/Month	\$0.63
Speed Calling Individual 2-Digit	\$/Feature/Month	\$0.64
Direct Connect	\$/Feature/Month	\$0.42
Distinctive Alerting / Call Waiting Indicator	\$/Feature/Month	\$1.46
Call Hold	\$/Feature/Month	\$0.59
Semi-Restricted (Orig/Term)	\$/Feature/Month	\$1.85
Fully-Restricted (Orig/Term)	\$/Feature/Month	\$1.85
Toll Restricted Service	\$/Feature/Month	\$0.26
Call Pick-up	\$/Feature/Month	\$0.34
Directed Call Pick-up w/Barge-In	\$/Feature/Month	\$0.40
Directed Call Pick-up w/o Barge-In	\$/Feature/Month	\$0.39
Special Intercept Announcements	\$/Feature/Month	\$8.49
Conference Calling - 6-Way Station Cont.	\$/Feature/Month	\$4.24
Station Message Detail Recording	\$/Feature/Month	\$1.61
Station Message Detail Recording to Premises	\$/Feature/Month	\$3.12
Fixed Night Service - Key	\$/Feature/Month	\$3.05
Attendant Camp-on (Non-DI Console)	\$/Feature/Month	\$1.36
Attendant Busy Line Verification	\$/Feature/Month	\$4.45
Control of Facilities	\$/Feature/Month	\$0.25
Fixed Night Service - Call Forwarding	\$/Feature/Month	\$0.32
Attendant Conference	\$/Feature/Month	\$12.88
Circular Hunting	\$/Feature/Month	\$2.95
Preferential Multiline Hunting	\$/Feature/Month	\$0.45
Uniform Call Distribution	\$/Feature/Month	\$3.42

VERTICAL FEATURES		(Subject to Availability)
Stop Hunt Key	\$/Feature/Month	\$0.25
Make Busy Key	\$/Feature/Month	\$0.60
Queuing	\$/Feature/Month	\$1.10
Automatic Route Selection	\$/Feature/Month	\$0.35
Facility Restriction Level	\$/Feature/Month	\$0.25
Expansive Route Warning Tone	\$/Feature/Month	\$0.25
Time-of-Day Routing Control	\$/Feature/Month	\$0.31
Foreign Exchange Facilities	\$/Feature/Month	\$13.40
Anonymous Call Rejection	\$/Feature/Month	\$5.31
Basic Business Group Sta-Sta ICM	\$/Feature/Month	\$10.23
Basic Business Group CTX	\$/Feature/Month	\$1.76
Basic Business Group DOD	\$/Feature/Month	\$0.71
Basic Business Auto ID Outward Dialing	\$/Feature/Month	\$0.25
Basic Business Group DID	\$/Feature/Month	\$0.25
Business Set Group Intercom All Calls	\$/Feature/Month	\$7.55
Dial Call Waiting	\$/Feature/Month	\$0.57
Loudspeaker Paging	\$/Feature/Month	\$12.38
Recorded Telephone Dictation	\$/Feature/Month	\$13.28
On-Hook Queuing for Outgoing Trunks	\$/Feature/Month	\$4.46
Off-Hook Queuing for Outgoing Trunks	\$/Feature/Month	\$1.54
Teen Service	\$/Feature/Month	\$0.82
Bg - Automatic Call Back	\$/Feature/Month	\$0.83
Voice/Data Protection	\$/Feature/Month	\$0.25
Authorization Codes for Afr	\$/Feature/Month	\$0.36
Account Codes for Afr	\$/Feature/Month	\$0.59
Code Restriction Diversion	\$/Feature/Month	\$0.37
Code Calling	\$/Feature/Month	\$14.60
Meet-Me Conference	\$/Feature/Month	\$5.93
Call Park	\$/Feature/Month	\$0.25
Executive Busy Override	\$/Feature/Month	\$0.25
Last Number Redial	\$/Feature/Month	\$0.50
Direct Inward System Access	\$/Feature/Month	\$0.25
Authorization Code Immediate Dialing	\$/Feature/Month	\$0.25
Bg - Speed Calling Shared	\$/Feature/Month	\$0.25
Attendant Recall from Satellite	\$/Feature/Month	\$3.19
Bg - Speed Calling 2-Shared	\$/Feature/Month	\$0.25
Business Set - Call Pick-up	\$/Feature/Month	\$0.25
Authorization Code for Mdr	\$/Feature/Month	\$0.25
Locked Loop Operation	\$/Feature/Month	\$0.25
Attendant Position Busy	\$/Feature/Month	\$0.25
Two-Way Splitting	\$/Feature/Month	\$0.84
Call Forwarding - All (Fixed)	\$/Feature/Month	\$1.75
Business Group Call Waiting	\$/Feature/Month	\$0.25
Music on Hold	\$/Feature/Month	\$6.41
Automatic Alternate Routing	\$/Feature/Month	\$4.95
DTMF Dialing	\$/Feature/Month	\$0.25
BG DTMF Dialing	\$/Feature/Month	\$0.25
Business Set Access to Paging	\$/Feature/Month	\$3.97
Call Flip-Flop (Ctx-A)	\$/Feature/Month	\$3.52
Selective Calling Waiting (Class)	\$/Feature/Month	\$2.80
Direct Inward Dialing	\$/Feature/Month	\$11.85
Customer Dialed Account Recording	\$/Feature/Month	\$3.37

VERTICAL FEATURES		(Subject to Availability)
Deluxe Automatic Route Selection	\$/Feature/Month	\$0.68
MDC Attendant Console	\$/Feature/Month	\$63.74
Warm Line	\$/Feature/Month	\$0.25
Calling Name Delivery	\$/Feature/Month	\$0.25
Call Forwarding Enhancements	\$/Feature/Month	\$0.25
Caller ID Name and Number	\$/Feature/Month	\$1.16
InContact	\$/Feature/Month	\$1.68
Call Waiting ID	\$/Feature/Month	\$0.25
Att'd ID on Incoming Calls	\$/Feature/Month	\$0.46
Privacy Release	\$/Feature/Month	\$0.25
Display Calling Number	\$/Feature/Month	\$0.25
Six-Port Conference	\$/Feature/Month	\$5.61
Business Set Call Back Queuing	\$/Feature/Month	\$0.25
ISDN Code Calling - Answer	\$/Feature/Month	\$0.25
Att'd Call Park	\$/Feature/Month	\$0.25
Att'd Autodial	\$/Feature/Month	\$0.25
Att'd Speed Calling	\$/Feature/Month	\$0.25
Att'd Console Test	\$/Feature/Month	\$0.25
Att'd Delayed Operation	\$/Feature/Month	\$0.25
Att'd Lockout	\$/Feature/Month	\$0.25
Att'd Multiple Listed Directory Numbers	\$/Feature/Month	\$0.25
Att'd Secrecy	\$/Feature/Month	\$0.25
Att'd Wildcard Key	\$/Feature/Month	\$0.25
Att'd Flexible Console Alerting	\$/Feature/Month	\$0.25
Att'd VFG Trunk Group Busy on Att'd Console	\$/Feature/Month	\$0.25
Att'd Console Act/Deact of CFU/CFT	\$/Feature/Month	\$0.25
Att'd Display of Queued Calls	\$/Feature/Month	\$0.25
Att'd Interposition Transfer	\$/Feature/Month	\$0.25
Att'd Automatic Recall	\$/Feature/Month	\$0.25

# NON-RECURRING CHARGES

LOCAL WHOLESALE SERVICES	Ordering	Ordering	Provisioning	
	100% Manual	Semi- Mech	Initial Unit	Add'l Unit

## UNBUNDLED LOOP

Exchange - Basic - Initial	\$ 38.75	\$ 27.60	\$ 42.17	\$ 38.81
Exchange - Basic - Subsequent	\$ 17.44	\$ 12.55	\$ 14.49	\$ 13.53
Exchange - Complex Nondigital - Initial	\$ 40.56	\$ 25.03	\$107.58	\$ 26.61
Exchange - Complex Nondigital - Subsequent	\$ 18.87	\$ 13.98	\$ 14.49	\$ 13.53
Exchange - Complex Digital - Initial	\$ 40.56	\$ 25.03	\$ 96.76	\$ 26.53
Exchange - Complex Digital - Subsequent	\$ 18.87	\$ 13.98	\$ 14.49	\$ 13.53
Advanced - Basic - Initial	\$ 36.18	\$ 25.03	\$573.73	\$202.79
Advanced - Complex - Initial	\$ 40.56	\$ 25.03	\$569.13	\$303.39

## UNBUNDLED PORT

Exchange - Basic - Initial	\$ 33.04	\$ 21.89	\$ 31.29	\$ 29.38
Exchange - Basic - Subsequent (Port Feature)	\$ 19.78	\$ 14.89	\$ 1.14	\$ 1.14
Exchange - Basic - Subsequent (CO Interconnection)	\$ 19.78	\$ 14.89	\$ 14.49	\$ 13.53
Exchange - Complex Nondigital - Initial	\$ 43.54	\$ 28.01	\$ 75.32	\$ 38.01
Exchange - Complex Nondigital - Subsequent (Port Feature)	\$ 25.90	\$ 21.01	\$ 6.23	\$ 6.23
Exchange - Complex Nondigital - Subsequent (Switch Feature Group)	\$ 30.28	\$ 21.01	\$ 23.06	\$ -
Exchange - Complex Nondigital - Subsequent (CO Interconnection)	\$ 25.90	\$ 21.01	\$ 14.49	\$ 13.53
Exchange - Complex Digital - Initial	\$ 43.54	\$ 28.01	\$129.72	\$ 32.97
Exchange - Complex Digital - Subsequent (Port Feature)	\$ 25.90	\$ 21.01	\$ 5.45	\$ 5.45
Exchange - Complex Digital - Subsequent (Switch Feature Group)	\$ 30.28	\$ 21.01	\$ 23.06	\$ -
Exchange - Complex Digital - Subsequent (CO Interconnection)	\$ 25.90	\$ 21.01	\$ 14.49	\$ 13.53
Advanced - Complex - Initial	TBD	TBD	TBD	TBD
Advanced - Complex - Subsequent	TBD	TBD	TBD	TBD

## UNBUNDLED NID

Exchange - Basic	\$ 27.06	\$ 18.83	\$ 33.99	N/A
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## SUBLOOP

Exchange - MDF Interconnection - Initial	\$ 34.63	\$ 26.40	\$ 43.44	\$ 40.70
Exchange - MDF Interconnection - Subsequent	\$ 23.22	\$ 18.33	\$ 18.58	\$ 15.84
Exchange - MDF Interconnection - Disconnect	\$ 9.90	\$ 6.98	\$ 13.78	\$ 11.04
Exchange - FDI Feeder Interconnection - Initial	\$ 34.63	\$ 26.40	\$ 35.08	\$ 19.90
Exchange - FDI Feeder Interconnection - Subsequent	\$ 23.22	\$ 18.33	\$ 22.62	\$ 10.18
Exchange - FDI Feeder Interconnection - Disconnect	\$ 9.90	\$ 6.98	\$ 27.60	\$ 12.41
Exchange - FDI Distribution Interconnection - Initial	\$ 34.63	\$ 26.40	\$ 49.72	\$ 37.28
Exchange - FDI Distribution Interconnection - Subsequent	\$ 23.22	\$ 18.33	\$ 22.62	\$ 10.18

Exchange - FDI Distribution Interconnection - Disconnect	\$ 9.90	\$ 6.98	\$ 23.65	\$ 11.21
Exchange - Serving Terminal Interconnection - Initial	\$ 34.63	\$ 26.40	\$ 21.70	\$ 13.01
Exchange - Serving Terminal Interconnection - Subsequent	\$ 23.22	\$ 18.33	\$ 17.81	\$ 9.13
Exchange - Serving Terminal Interconnection - Disconnect	\$ 9.90	\$ 6.98	\$ 17.81	\$ 9.13
Inside Wire	BFR	BFR	BFR	BFR

#### **DARK FIBER**

Advanced - Service Inquiry Charge	\$423.60	\$421.99	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	\$ 53.01	\$ 51.40	\$ 87.78	\$ 41.63
Advanced - Interoffice Dedicated Transport - Disconnect	\$ 21.56	\$ 21.56	\$ 87.78	\$ 41.63
Advanced - Unbundled Loop - Initial	\$ 53.01	\$ 51.40	\$ 85.74	\$ 40.04
Advanced - Unbundled Loop - Disconnect	\$ 21.56	\$ 21.56	\$ 85.74	\$ 40.04
Advanced - Subloop Feeder - Initial	\$ 53.01	\$ 51.40	\$ 85.74	\$ 40.04
Advanced - Subloop Feeder - Disconnect	\$ 21.56	\$ 21.56	\$ 85.74	\$ 40.04
Advanced - Subloop Distribution - Initial	\$ 53.01	\$ 51.40	\$ 87.92	\$ 38.45
Advanced - Subloop Distribution - Disconnect	\$ 21.56	\$ 21.56	\$ 87.92	\$ 38.45

#### **ENHANCED EXTENDED LINK**

Advanced - Basic - Initial	\$ 62.11	\$ 44.37	\$284.28	N/A
Advanced - Basic - Subsequent	\$ 48.74	\$ 31.00	\$ 39.95	N/A
Advanced - Basic - Disconnect	\$ 37.00	\$ 20.87	\$137.19	N/A
DS0 - Initial	\$ 62.11	\$ 44.37	\$360.32	N/A
DS0 - Subsequent	\$ 48.74	\$ 31.00	\$ 27.55	N/A
DS0 - Disconnect	\$ 37.00	\$ 20.87	\$124.97	N/A
DS1/DS3 - Initial	\$ 70.41	\$ 52.67	\$351.03	N/A
DS1/DS3 - Subsequent	\$ 48.74	\$ 31.00	\$ 60.64	N/A
DS1/DS3 - Disconnect	\$ 38.25	\$ 22.12	\$139.23	N/A

#### **LOOP CONDITIONING<sup>3</sup>**

(No charge for loops 12,000 feet or less)

Loop Conditioning - Bridged Tap	N/A	N/A	\$318.71	\$ 35.75
Loop Conditioning - Load Coils	N/A	N/A	\$249.91	\$ 47.03
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$568.62	\$ 82.77
Loop Conditioning - Feeder - Bridged Tap	TBD	TBD	TBD	TBD
Loop Conditioning - Feeder - Load Coils	TBD	TBD	TBD	TBD
Loop Conditioning - Feeder - Load Coils / Bridged Tap	TBD	TBD	TBD	TBD
Loop Conditioning - Distribution - Bridged Tap	TBD	TBD	TBD	TBD
Loop Conditioning - Distribution - Load Coils	TBD	TBD	TBD	TBD
Loop Conditioning - Distribution - Load Coils / Bridged Tap	TBD	TBD	TBD	TBD

#### **UNE PLATFORM**

Exchange - Basic - Initial	\$ 30.64	\$ 22.41	\$ 28.32	\$ 26.75
Exchange - Basic - Subsequent	\$ 24.65	\$ 19.76	\$ 2.50	\$ 2.50

<sup>3</sup> These charges are interim and subject to retroactive true-up back to the Effective Date of this Agreement.

Exchange - Basic - Changeover	\$ 28.14	\$ 22.04	\$ 1.82	\$ 1.82
Exchange - Basic - Disconnect	\$ 9.14	\$ 6.22	\$ 3.85	\$ 3.85
Exchange - Complex Nondigital - Initial	\$ 40.42	\$ 27.81	\$192.33	\$172.25
Exchange - Complex Nondigital - Subsequent (Port Feature)	\$ 24.65	\$ 19.76	\$ 13.35	\$ 13.35
Exchange - Complex Nondigital - Subsequent (Switch Feature Group)	\$ 29.03	\$ 19.76	\$ 25.11	\$ 25.11
Exchange - Complex Nondigital - Changeover (As Is)	\$ 30.56	\$ 24.46	\$ 4.74	\$ 4.74
Exchange - Complex Nondigital - Changeover (As Specified)	\$ 38.29	\$ 27.81	\$ 22.08	\$ 4.74
Exchange - Complex Nondigital - Disconnect	\$ 9.14	\$ 6.22	\$ 56.31	\$ 35.59
Exchange - Complex Digital - Initial	\$ 40.42	\$ 27.81	\$209.73	\$150.96
Exchange - Complex Digital - Subsequent (Port Feature)	\$ 24.65	\$ 19.76	\$ 17.22	\$ 17.22
Exchange - Complex Digital - Subsequent (Switch Feature Group)	\$ 29.03	\$ 19.76	\$ 25.11	\$ 25.11
Exchange - Complex Digital - Changeover (As Is)	\$ 30.56	\$ 24.46	\$ 3.66	\$ 3.66
Exchange - Complex Digital - Changeover (As Specified)	\$ 38.29	\$ 27.81	\$ 59.69	\$ 3.66
Exchange - Complex Digital - Disconnect	\$ 9.14	\$ 6.22	\$134.04	\$113.32
Advanced - Complex - Initial	\$ 47.42	\$ 34.81	\$199.18	\$146.46
Advanced - Complex - Subsequent	\$ 29.03	\$ 19.76	\$ 77.99	\$ 36.05
Advanced - Complex - Changeover (As Is)	\$ 32.27	\$ 26.17	\$ 56.32	\$ 14.38
Advanced - Complex - Changeover (As Specified)	\$ 45.29	\$ 34.81	\$ 98.30	\$ 56.36
Advanced - Complex - Disconnect	\$ 9.14	\$ 6.22	\$134.72	\$ 90.03

#### DEDICATED TRANSPORT

Advanced - Basic - Initial	\$ 62.11	\$ 44.37	\$326.39	N/A
Advanced - Basic - Subsequent	\$ 48.74	\$ 31.00	\$ 54.34	N/A
Advanced - Basic - Disconnect	\$ 37.00	\$ 20.87	\$111.97	N/A
Advanced - Complex - Initial	\$ 70.41	\$ 52.67	\$406.59	N/A
Advanced - Complex - Subsequent	\$ 48.74	\$ 31.00	\$ 70.48	N/A
Advanced - Complex - Disconnect	\$ 38.25	\$ 22.12	\$178.22	N/A

#### SIGNALING SYSTEM 7 (SS7)

Facilities and Trunks - Initial	\$163.84	\$146.10	\$424.06	N/A
Facilities and Trunks - Subsequent (with Engineering Review)	\$ 75.20	\$ 57.46	\$248.68	N/A
Facilities and Trunks - Subsequent (w/o Engineering Review)	\$ 75.20	\$ 57.46	\$ 72.80	N/A
Facilities and Trunks - Disconnect	\$ 77.45	\$ 61.32	\$290.68	N/A
Trunks Only - Initial	\$ 86.19	\$ 68.45	\$346.46	N/A
Trunks Only - Subsequent (with Engineering Review)	\$ 53.08	\$ 35.34	\$220.01	N/A
Trunks Only - Subsequent (w/o Engineering Review)	\$ 53.08	\$ 35.34	\$ 72.80	N/A
Trunks Only - Disconnect	\$ 43.56	\$ 27.43	\$250.35	N/A
STP Ports (SS7 Links) - Initial	\$163.84	\$146.10	\$298.06	N/A
STP Ports (SS7 Links) - Disconnect	\$ 77.45	\$ 61.32	\$219.51	N/A
Entrance Facility/Dedicated Transport DS0 - Initial	\$ 62.11	\$ 44.37	\$325.05	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 48.74	\$ 31.00	\$ 54.34	N/A
Entrance Facility/Dedicated Transport DS0 - Disconnect	\$ 37.00	\$ 20.87	\$ 99.57	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Initial	\$ 70.41	\$ 52.67	\$406.59	N/A
Entrance Facility/Dedicated Transport DS1/DS3 -	\$ 48.74	\$ 31.00	\$ 70.48	N/A



Subsequent Entrance Facility/Dedicated Transport DS1/DS3 – Disconnect	\$ 38.25	\$ 22.12	\$149.68	N/A
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#### COORDINATED CONVERSIONS

Exchange - Standard Interval - Per Qtr. Hour	\$ 30.72	\$ 30.50	N/A	N/A
Exchange - Additional Interval - Per Qtr. Hour	\$ 26.97	\$ 26.75	N/A	N/A
Advanced - Standard Interval - Per Qtr. Hour	\$ 22.92	\$ 22.69	N/A	N/A
Advanced - Additional Interval - Per Qtr. Hour	\$ 21.12	\$ 20.89	N/A	N/A

#### HOT-CUT COORDINATED CONVERSIONS (Only available for 2-wire analog loops)

Exchange - Standard Interval - Per Hour	\$108.80	\$108.57	N/A	N/A
Exchange - Additional Interval - Per Qtr. Hour	\$ 26.97	\$ 26.75	N/A	N/A
Advanced - Standard Interval - Per Hour	\$ 83.43	\$ 83.20	N/A	N/A
Advanced - Additional Interval - Per Qtr. Hour	\$ 21.12	\$ 20.89	N/A	N/A

#### CUSTOMIZED ROUTING

BFR BFR BFR BFR

#### EXPEDITES

Exchange Products	\$ 3.36	\$ 3.36	N/A	N/A
Advanced Products	\$ 33.72	\$ 33.72	N/A	N/A
NACC – Dedicated Transport / SS7 / Dark Fiber	\$ 56.37	\$ 56.37	N/A	N/A

#### OTHER

Customer Record Search (per account)	\$ 4.21	\$ -	N/A	N/A
CLEC Account Establishment (per CLEC)	\$166.32	\$166.32	N/A	N/A

#### LINE SHARING - CLEC OWNED SPLITTER

CLEC Splitter Connection - Initial	\$ 33.15	\$ 26.40	\$ 35.24	\$ 30.04
CLEC Splitter Connection - Subsequent	\$ 24.10	\$ 20.69	\$ 17.53	\$ 15.80
CLEC Disconnect	\$ 9.90	\$ 6.98	\$ 31.30	\$ 26.11

#### PACKET SWITCHING

TBD TBD TBD TBD

#### CALL RELATED DATABASE

TBD TBD TBD TBD

#### SERVICE MANAGEMENT SYSTEM

TBD TBD TBD TBD

#### OSS

TBD TBD TBD TBD

## **Application of NRCs**

### **Preordering:**

CLEC Account Establishment is a one-time charge applied the first time that \*\*CLEC orders any service from this Agreement.

Customer Record Search applies when \*\*CLEC requests a summary of the services currently subscribed to by the end-user.

### **Ordering and Provisioning:**

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

### **Examples of services and their Ordering/Provisioning category that applies:**

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Subloop Distribution, Standard Subloop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Subloop Distribution, Non-load Subloop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port

Conditioning applies in addition to the ISO, for each Loop or Subloop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to UNE-P and EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if \*\*CLEC requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if \*\*CLEC requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if \*\*CLEC requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

**IV. Rates and Charges for 911**

See State 911 Tariff.